

STAND SPACE CONTRACT

IRAQ OIL & GAS 2017 SHOW

Tuesday 28th November – Thursday 30th November 2017
Basra International Fair Ground- IRAQ

Organized by Expotim International Fair Organizations Inc.
Tel : +90 212 356 00 56 ex:1162 Fax : +90 212 356 00 96
e-mail: sales@iraqoilgas.com

OFFICIAL USE ONLY

Date Received :

Sales Rep.:

Stand No :

Area m² :

- Shell Scheme
 Space Only
 Outdoor Space

COMPANY DETAILS (Block Capitals Please)

NAME OF EXHIBITING COMPANY _____

STAND CONTACT _____

POSITION _____

ADDRESS _____

COUNTRY _____ POST CODE _____

COUNTRY OF COMPANY HEAD QUARTERS _____

TEL _____

FAX _____

E-MAIL _____

WEB SITE _____

INVOICE NAME & ADDRESS (if different from above)

_____ POST CODE _____

VAT NO _____

PRODUCTS TO BE DISPLAYED

Main Products (tick if appropriate)

- 21 () EXPLORATION & PRODUCTION
27 () LNG, GEOPHYSICS & GEOLOGY
35 () DRILLING & WELL SERVICING
38 () OILFIELD, GASFIELD EQUIPMENT & SERVICES
42 () REFINING, PROCESSING & PETROCHEMICALS
49 () TRANSPORTATION & PIPELINES
56 () MEASUREMENT & AUTOMATION TECHNOLOGIES
58 () TOOLS & ELECTRO – POWER EQUIPMENT
63 () RETAIL, GAS STATION EQUIPMENT
65 () RESERVOIR MONITORING & TESTING
72 () RESERVOIR ENGINEERING
76 () FLUID MECHANISMS & OIL - RECOVERY PROCESS
81 () GAS TECHNOLOGY
84 () FACILITIES ENGINEERING
93 () CONSTRUCTION
96 () SOFTWARE
98 () HEALTH & SAFETY ENVIRONMENT
99 () SECURITY
101 () MAIN PRODUCT NOT LISTED (Please specify)

The signed contract can not be cancelled and the payment should only be transferred to Expotim Bank Account as per below.

SIGNATURE : _____

NAME & SURNAME : _____

POSITION : _____

DATE : _____

STAMP : _____

STAND TYPE REQUIRED (Please tick as appropriate)

- Shell Scheme: 895 USD per sqm
 Space Only: 845 USD per sqm

OPTION 4 – OUTDOOR

- 500 USD per sqm (SPACE ONLY) (20m² – 49m²)
 400 USD per sqm (SPACE ONLY) (50m² – 99m²)
 350 USD per sqm (SPACE ONLY) (100m² and larger)

SPACE ONLY : For Exhibitors intending to engage their own stand contractor. Only empty space is provided with no equipment. (minimum area must be 12 m²)

SHELL SCHEME : Carpet, Peripheral standard panels, fascia board & name (Up to 20 letter free of charge without logo), 1 table, 3 chairs, waste basket, electric supply and socket, 1 spotlight per 3 m² (minimum area 12 m²)

MULTIPLE OPEN SIDES SUPPLEMENTS

- 2 sides open + 5 % supplement (min 18 m²)
 3 sides open + 10 % supplement (min 36 m²)
 4 sides open + 15 % supplement (min 72 m²)

REGISTRATION FEE : 1000 USD

*obligatory for all exhibitors and Co-exhibitors

(includes general organization expenses: information stand services, accreditation of the Company submitting badges to the fair, entrance cards, one copy of the catalogue, general advertising of the fair; catalogue entry indicating information about the Company).

AREA REQUIRED : _____ m²

TOTAL COST : _____ \$

ALLOCATION & BOOKING PROCEDURE

Organizers will wherever possible allocate a site which in their opinion is a suitable alternative.

Once the above requirement or alternative site is allocated by the organizers and accepted in writing or by payment of the deposit by the Exhibitor, then a contract will exist which shall include the terms and conditions overleaf.

PAYMENT TERMS

With sending this contract, an invoice will be issued. First 25% of the total amount on the invoice shall be paid in 5 days after the proforma invoice date. Remaining 75% can be paid in no more than 3 installments.

For the agreements sent less than 3 months prior to the event, payments shall be processed in 5 days after the proforma invoice date in a single installment. In no circumstances will an Exhibitor be allowed to take part in Exhibition if an invoice is outstanding.

This is our contract for stand space at the Exhibition stated above.

We confirm that we have read, understood and agree to comply fully with the exhibition terms and conditions overleaf.

This agreement is legally valid after received by the organizer via fax or e-mail and the exhibitor hereby accepts this term and confirms to incur all liabilities to the Organizer stated on the agreement.

EXPOTIM BANK DETAILS

- EXPOTIM ULUSLAR ARASI FUAR ORG.
- BANK : T.GARANTI BANK
- BRANCH : MASLAK - CODE : 342
- ACCOUNT NO : 9087215
- IBAN No : TR71 0006 2000 3420 0009 0872 15
- SWIFT CODE : TGBATRIS342

PLEASE SIGN & STAMP ABOVE AND RETURN TO ORGANISER BY FAX OR E-MAIL

Expotim International Fair Organization, Inc.
Fulya Mahallesi Vefa Bayiri Sokak No: 9 Fulya / Sisli – Istanbul / TURKEY
Tel: +90 212 356 00 56 Fax: +90 212 356 00 96 e-mail: info@iraqoilgas.com



STAND SPACE CONTRACT

In these Terms and Conditions the following definitions shall apply:-

"Application Form" shall mean the application form overleaf.

"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, as Exhibitor.

"Exhibitor" shall mean the exhibition stand on the Application Form.

"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4.

"Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.

"Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and non-shell (raw) spaces.

"Exhibitor's Official Directory" shall mean the official directory of the Exhibition published by the Organisers or an associated company.

"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.

"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).

"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).

"Organisers" shall mean the person or persons named as the organiser(s) of the Exhibition on the Application Form.

"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.

"Rules and Regulations" shall mean the rules and regulations for the time being applicable to exhibitors which may be altered or amended by the Exhibition Centre Operator.

2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.

The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organisers for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organiser reserves the right to accept or refuse an application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.

The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful unless and until the booth location has been assigned.

4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all other exhibitors) by the Organisers on a non-exclusive basis. The Exhibitor is not permitted to sub-licence the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation immediately if both sub-letting occurs. Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following- (i) a document signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business. The Organisers reserve the right at their sole discretion to change the venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, and/or the date or dates on which the Exhibition is to be held to any date within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the Exhibition Space and to undertake any kind of alterations to the Exhibition Space whatsoever.

In the event that the Organisers change the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of this change as soon as practicable. Shell stands are all erected according to a standard pattern. No variation of the standard facade and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.

An Exito who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.

The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

5. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such working or working exhibits. Moving or working exhibits shall only be demonstrated or moved by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.

All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or be stored any hazardous goods (within the meaning of applicable legislation and regulations in the territory in which the Exhibition is held) in the Exhibition Space.

Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Organisers reserve the right to remove all of the Exhibitor's expense and risk any exhibits or publicly material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form.

At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially licensed to the Exhibitor.

Any property remaining after the last day designated by the Organisers for material to be removed shall be considered abandoned and may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

6. TERMS OF PAYMENT

With sending this contract, an invoice will be issued.

First 5% of the total amount on the invoice shall be paid in 5 days after the proforma invoice date. Remaining 75% can be paid in no more than 3 instalments.

For the agreements sent less than 3 months prior to the event, payments shall be processed in 5 days after the proforma invoice date in a single instalment.

7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition term of being as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it. The Exhibitor shall not exhibit, display or in any way use any goods which infringe any person's intellectual property rights or goods which are prohibited or restricted by local laws or regulations (collectively, "Infringing Goods") at the Exhibition. The Organisers shall have the right without recourse to physically remove any goods that are deemed to be Infringing Goods by any applicable court or regulatory authority and related materials and close down that Exhibitor's Exhibition Stand and the Exhibitor shall have no financial claim against the Organisers.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organisers arising out of any infringement or other claim relating to or arising out of any Infringing Goods or alleged Infringing Goods (including by their display at the Exhibition), the IPR or the Images however caused.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor. The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be both attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.

The Exhibitor shall not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.

The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives, or to refuse the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.

8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual as set by the organizers.

If exhibitor does not act in accordance with the deadlines determined by the organizers and/or not be present in its stand on the first day of the exhibition, organizers have the right to open the booth of the exhibitor or allocate the booth to another company.

The Organisers shall not be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.

Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibitor's Official Directory, used in connection with the Exhibition and other purposes used by the Organisers and associated companies (or their successors or potential successors in business), whether located in Turkey or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data may be made to Exptom International Fair Organizer co, Fulya Mahallesi Yefa Bayin Sokak No: 9 Fulya / Sisli – Istanbul / TURKEY. A fee may be charged by the Organisers or a relevant associated company for complying with access requests.

9. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor is advised to have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organisers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amounts(s) as are set out in the Exhibitor's Manual.

The Exhibitor is advised to have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and also as the Organiser may require, in connection with, inter alia, the Exhibitor's property and the Exhibitor's participation in the Exhibition (including the moving in and moving out periods).

The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time.

The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4, or any postponement or cancellation, or other change to, the Exhibition under clause 10.

10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may cancel the Exhibition, or at their election, postpone, change the venue of or otherwise make changes to the Exhibition, if in the reasonable opinion of the Organisers the holding of the Exhibition by the Organisers, the performance by the Organisers of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following:

act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use.

11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-

- (1) the Exhibition is cancelled under clause 10 above;
- (2) the Organisers are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
- (3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
- (4) the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
- (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
- (6) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute;
- (7) the Exhibitor is in breach of any provision of this Contract or the Exhibitor's Manual; or
- (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

12. REFUSAL TO PARTICIPATE

12.1 Completion of the Contract-Application and Organizer's receiving it means that Participant agrees to perform full payment according to invoices. In case of refusal to participate after signing of the Contract-Application, Organizer reserves the right to decline the refusal. When refusal to participate is declined, Exhibitor is obliged to pay the total amount on the invoice.

12.2 The total fee must be paid by Exhibitor no matter if Organizer leaves the space free or passes it to another Exhibitor. Organizer has the right to refuse to a company wishing to participate in case of its production, printing materials, personnel, etc. do not comply with interests and objectives of the event.

13. LIABILITY AND REFUNDS

(PLEASE REVIEW THIS CLAUSE 13 CAREFULLY)

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by the Exhibitor and/or any of its Representatives.

All exhibits are brought to, displayed at and removed from the Exhibition Area at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organiser shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of the Security Room Service, (c) defect in the Exhibition Area however caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any natural calamity or any act of God or Vessel, (g) any loss or damage to the Exhibitor's stand or any other property, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme.

The Organiser accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibitor's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out their obligations under this Contract, (e) any loss or damage to the Exhibitor's stand or any other property, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme.

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